

UNOFFICIAL COPY

DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, DOROTHY SHERIDAN and ROBERT SHERIDAN her husband, of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN (\$10.00) Dollars (XXXXXXXXXXXX) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 29th day of January 1973, and known as Trust Number 2361, the following described real estate in the County of COOK and State of ILL., to wit: Street address: 1510 FOREST AVENUE, EVANSTON, ILL.

Legal description:

LOT 4 (EXCEPT THE WEST 50 FEET) IN GREY'S SUB-DIVISION OF PART OF BLOCK 24 IN EVANSTON (IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT, HOWEVER, TO 1) COVENANTS, CONDITIONS, RESTRICTIONS, ORDINANCES AND AGREEMENTS OF RECORD; 2) GENERAL TAXES FOR THE YEAR 1972 AND SUBSEQUENT YEARS.

Address of Grantor: 111 South Dearborn St.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and authority consistent with the above describe Trust Agreement is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parts, streets, alleys or ways and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to lease, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant, to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence at once, at a future date and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew, to alter, to modify and to amend any lease upon any terms and for any period or periods of time, and to assign and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of rents or future rentals, to renew, to modify or to change said real estate, or any part thereof, for other real or personal property, to exact assessments or charges of any kind, to release, convey or in all other ways and for such other considerations as it would be lawful for any person owning the time to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or in whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see to the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or prohibited to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor to trust, in relation to said real estate shall be conclusive evidence in favor of every person including the Registrar of Titles (if said conveyance relying upon or claiming under any such conveyance, lease or other instrument) (a) that at the time of the delivery thereof the trust created by said Trustee, or any successor to trust, in relation to said real estate and subject, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all persons claiming under it, and (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument and that the conveyance made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the his or their predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither Amalgamated Trust & Savings Bank individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under the same, shall be only in the several, several and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the proceeds to be distributed therefrom, the intention hereof being to vest in said Amalgamated Trust & Savings Bank, the entire legal and equitable title to the said real estate above described.

If the title to any of the above real estate is now or hereafter retained, the Registrar of Titles is hereby directed not to register or hold in the public file of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive, and release, any and all right or benefit under and by virtue of any and all laws of the State of Illinois, providing for exemption of homesteads from sale or execution otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 1st day of February 1973.

[SEAL] ROBERT SHERIDAN [SEAL]
[SEAL] Dorothy Sheridan [SEAL]
DOROTHY SHERIDAN

STATE OF ILLINOIS, I, HOWARD G. JOSEPH, a Notary Public in and for said County of COOK, do hereby certify that DOROTHY SHERIDAN and ROBERT SHERIDAN, her husband,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are subscribed to the foregoing instrument, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein expressed, and the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 1st day of February 1973.

My commission expires February 28, 1976

AMALGAMATED TRUST & SAVINGS BANK
111 South Dearborn Street
Chicago, Illinois 60604
Attention: TRUST DEPARTMENT BOX 533

LAYER DAILE 61-86-608 2-1-74

COOK CO. NO. 016
07910
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JAN 29 1973
DEPT. OF REVENUE
580

22 227 117

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Name: Levy & Evans PRM
Address: 208 S LaSalle
City: Chicago Ill

Form 104 R 5/72

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COOK COUNTY, ILLINOIS
FILED FOR RECORD.

William R. Olson
RECORDER OF DEEDS

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Property of Cook County Clerk's Office

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